

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(ALEXANDRIA DIVISION)

2015 FEB -9 A 11:29

JODI C. MAHDAVI,

CLERK US DISTRICT COURT  
ALEXANDRIA, VIRGINIA

Plaintiff

Case No.1:14-cv-0648-TCB

v.

NEXTGEAR CAPITAL INC,  
AND  
P.A.R SERVICES INC.

Defendants

**JODI MAHDAVI'S OPPOSITION TO JONATHAN E. LEVINE  
WITHDRAWING AS MY COUNSEL**

I, Jodi C. Mahdavi, Oppose Jonathan E Levine's motion to withdraw as my counsel because doing so will

Severely prejudice me and my rights in this case for the following reasons:

This case is about getting back a car that I bought for \$72,000 dollars and on which I owe \$65,000 to  
Pentagon Federal Credit Union.

On or about May 21<sup>st</sup> 2014 my car was repossessed by Next Gear Capital and P.A.R Services Inc.

On or about May 27th, 2014. I met with Mr. Levine and his associate in reference to the case and  
Explained everything to them. After he reviewed the case with me, Mr. Levine informed me that he  
Would require a \$2,500 retainer, which I agreed to and paid.

The following month I received the first bill from him which amounted to over \$15,000. The next 2  
Invoices were over \$8,500 each. When I questioned the extent of the legal charges and mentioned  
That we are well over \$32,000.00 in attorney fees on a \$65,000.00 claim and we haven't even started

the case. Mr. Levine assured me that I would not be responsible for monthly billing on a current bases  
And that he would look to recoup his fees from the defendants at the conclusion of the case.

On or about September 27th 2014, I mailed a \$3,000 payment to Mr. Levine and he responded by  
Telling me that he understood that I am not able to pay his invoices in full but we needed to set up a  
Monthly payment Plan which we agreed to at \$2,500 per month starting October 2014 and I have been  
Current since.

Mr. Levine's statement that I will not be prejudiced by his motion to withdraw, is completely  
Inaccurate.

There is a summary Judgment hearing on March 20<sup>th</sup> 2015 and a trial on April 28<sup>th</sup> 2015, in addition I  
Understand that a new motion for amended summary Judgment has been filed.  
I have been in contact with other attorneys to represent me in this case and no one wants to get  
Involved this late into the case, because of the close proximity to trial.

Mr. Levine has been paid \$15,500.00 to date. I am current on my \$2,500.00 monthly payments.  
Mr. Levine has billed an unreasonable fee, (almost \$70,000.00 to-date on a \$65,000.00 claim) and is now  
Attempting to withdraw because I will not pay the entire amount of his unreasonable fees in one lump  
Payment despite having agreed to receive \$2,500.00 per month.

Mr. Levine has severely prejudiced me. He has dragged me along since May of 2014, billed me almost  
\$70,000.00 in attorney fees on a \$65,000.00 claim and now 2 months before trial he has decided that he  
No longer wants to represent me and wants to withdraw.

Therefore based on the foregoing, I respectfully request that you deny Mr. Levine his motion to  
Withdraw.

Dated: February 7<sup>th</sup>, 2015



Jodi C. Mahdavi

## CERTIFICATE OF SERVICE

I hereby certify that on this 9<sup>th</sup> day of February 2015, a true and correct copy of the foregoing Opposition to Mr. Levine's motion to withdraw was delivered to the following:

By certified mail to:

Jonathan E. Levine Esq.  
LEVINE, DANIELS & ALLNUTT PLLC  
Heritage Square  
5311 Lee Highway  
Arlington, VA 22207

By Facsimile to: 703-525-8393

By Email to: [jonathan.levine@levinedaniels.com](mailto:jonathan.levine@levinedaniels.com)

By: \_\_\_\_\_



Jodi C. Mahdavi